

1 BILL NO. S-85-10-23

2 SPECIAL ORDINANCE NO. S- 195-85

3 AN ORDINANCE approving Contract
4 for Res. #6028-85, Oxford NSA,
5 Phase IV, by the City of Fort
6 Wayne, by and through its Board
7 of Public Works and Safety and
8 Hipkind Concrete.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
10 THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. The annexed Contract for Res. #6028-85,
12 Oxford NSA, Phase IV, made a part hereof, by the City of Fort
13 Wayne, by and through its Board of Public Works and Safety and
14 Hipkind Concrete, is hereby ratified and affirmed and approved
15 in all respects. The work under said Contract requires:

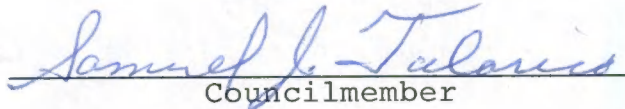
16 improvement of the following streets
17 by replacing curbs, sidewalks and
18 installing streetlights:

- 19 (1) ECKART STREET from Lafayette to
20 Warsaw;
21 (2) DALMAN AVENUE from Lafayette to
22 Warsaw;
23 (3) WARSAW STREET - West Side - from
24 Dalman to Eckart;
25 This area is known as Oxford NSA,
26 Phase IV;

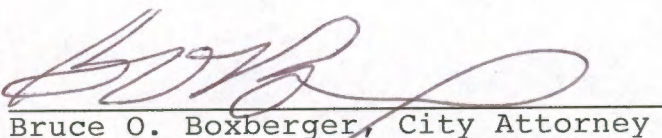
27 the Contract price is Seventy-Eight Thousand Six Hundred Thirty-
28 Seven and 95/100 Dollars (\$78,637.95).

29 SECTION 2. Prior Approval was received from Common
30 Council with respect to this Contract on August 20, 1985. Two
31 (2) copies of the Contract attached hereto are on file with the
32 City Clerk and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force
and effect from and after its passage and any and all necessary
approval by the Mayor.

33 
Councilmember

34 APPROVED AS TO FORM
35 AND LEGALITY

36 
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by J. Lewis, seconded by Stew, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ .M., E.S.T.

DATE: 10-8-85 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by J. Lewis, seconded by Stew, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 10-22-85 Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. D-195-85 on the 22nd day of October, 1985,

ATTEST: (SEAL)
Sandra E. Kennedy Mark E. GiaQuinta
SANDRA E. KENNEDY, CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 22nd day of October, 1985, at the hour of 11:30 o'clock P..M., E.S.T.
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 25th day of October, 1985, at the hour of 3:30 o'clock P..M., E.S.T.
Win Moses, Jr.
WIN MOSES, JR., MAYOR

PROJECT: OXFORD NSA, PHASE IV

RESOLUTION # 6028-85

CONTENTS

Check if contained	Pages	
X	1	Cover Sheet
X	I1 - I11	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP17	General Provisions
X	GPA1 - GPA6	Federal Labor Standards Provisions
X		Special Conditions
X		Plans and Specifications
X		Drawings
X		Improvement Resolution
X		Notice to Bidders

ATTACHMENTS

X		Certification of Non-Segregated Facilities
X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement 96-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
X		Federal Wage Scale
		Payment Bond
		Warranty Bond
X		Permitted Information
Discount for Prompt Payment 10 Calendar Days 20 Calendar Days 30 Calendar Days Or (See General Provisions Clause) _____ 2 _____ 8 _____ 9		
Acknowledgement of Amendments		
	Amendment No.	Date
	Amendment No.	Date

BID SUBMITTED

Contractor NIPSKIND CONCRETE
 By PATRICK D NIPSKIND
 Its PRESIDENT
 Offer Date 8-14-85
 Compliance: C. Bailey

Bidder agrees to keep bid open for
 acceptance for _____ days (90 days
 unless otherwise specified.)

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne
 Board of Public Works

David J. Kest
John R. Smith
Lawrence D. Conard

City of Fort Wayne
 Mayor

Walter H.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

- B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____% (cross out inapplicable provision).

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. <u>VERNIE MAYS</u>	<u>ASPHALT</u>	
2. <u>ARMORE</u>	<u>ASPHALT</u>	<u>ASS</u>
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. <u>LYNN BONSOLO</u>	<u>TRUCKING</u>	
2.		
3.		

- E. (Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met)

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor NIPSKIND COURTES Contractor _____
By PAT NIPSKIND By _____
Its PRESIDENT Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board of Works has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure: _____

(attach additional sheets if necessary)

Contractor H. P. S. I. A. Concrete
By [Signature]
Its PRESIDENT

15. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY, EXECUTIVE ORDER 11246.

(Applicable to All Bids on Federally Assisted Procurement Contracts and Subcontracts in Excess of \$10,000.00)

A. The Offeree's or Bidder's attention is called to the "Equal Opportunity Clause and the "Standard Federal Equal Employment Specifications" set forth herein.

B. The goals and timetable for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all procurement work in the covered area, are as follows:

Time- Tables	Goals for minority participation for each trade	Goals for female participation in trade
	Insert goals for each year	Insert goals for each year
	4.4	6.9

These goals are applicable to all the Contractor's procurement work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs procurement work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 8-14, 1985 Hipskiwn Concrete
(Name of Bidder)

By

[Signature]

Official Address (including
ZIP code):

5502 MASON DR

FT WAYNE IND

46809

PRESIDENT

Title

It is the policy of Hipskud Concrete that
(Company)

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy Hipskud Concrete will not
(Company)

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The Hipskud Concrete will take affirmative action
(Company)

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

Hipskud Concrete Corp
(Name of Company)


(Signature of Company Official)

8-14-85
(Date)

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and

PATRICK D HIPSKIND

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

HIPSKIND CONCRETE
Patrick D Hipkind
President

Subscribed and sworn to before me by Patrick D Hipkind
this 14TH day of AUGUST, 1988.

My Commission Expires:

April 19, 1987

Martha S. England
Notary Public
Resident of Allen County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

Notary Public
Resident of _____ County, IN

Contract No.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, PAT Nipskind, the PRESIDENT
(name)
_____, of NIPSKIND CONCRETE
(position) (company)

hereby certify:

(1) That the Financial Statement of said company, dated the 22.05-22-85
5-22-85
day of MAY, 1985, now on file in the office of the Board of
Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by
reference incorporated herein and made a part hereof, is a true and correct
statement and accurately reflects the financial condition of said company as of
the date hereof;

(2) That I am familiar with the books of said company showing its financial
condition and am authorized to make this certificate on its behalf.

Dated: 8-14-85

[Signature]
(signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said
County and State, this 14th day of AUGUST, 1985.

[Signature]

My commission expires:

April 19, 1987

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, HIPSKIND CONCRETE CORPORATION

....., as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto CITY OF FORT WAYNE

..... as Obligee, (hereinafter called the "Obligee"), in the sum of FIVE PERCENT OF BID Dollars (\$5% OF BID), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

RESOLUTION NUMBER 6028-85

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 13th day of August A.D. 19 85

Neal Ryan

Witness

HIPSKIND CONCRETE CORPORATION

John D. [Signature]

(SEAL)

Principal

President

Title

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

Marcia S. Steffen

Witness

By

Terrence J. Ward

(SEAL)

Terrence J. Ward

Title

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Oscar C. Mitson, Terrence J. Ward, Chris Mitson and Marcia S. Dunwiddie, all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Oscar C. Mitson, etal, dated, June 1, 1982.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of July, A.D. 1984.



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins

Assistant Secretary

By

Chris Mitson

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

SS:

On this 26th day of July

A.D. 19 84

, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written



Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 13th day of August, 1985

ITEMIZED PROPOSAL

CONTRACTOR: *Nipsk... Concrete Co*

PROJ OXFORD NSA, PHASE IV

RES. NO: 6028-85

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT (\$)
1	Rem. structures & obstructions	1	ls	500 ⁰⁰	500 ⁰⁰
2	Concrete removal	1920	sys	2 ⁰⁰	3840 ⁰⁰
3	Pavement removal	100	sys	3 ⁰⁰	300 ⁰⁰
4	Curb removal	2765	lft	1 ⁰⁰	2765 ⁰⁰
5	Concrete sidewalk 4 inch	5854	sft	1 ⁶⁰	9366 ⁴⁰
6	Concrete curbface walk	7588	sft	1 ⁹⁵	14796 ⁶⁰
7	Concrete curbface walk 5"	510	sft	2 ⁰⁵	1045 ⁵⁰
8	Concrete wingwalk	1440	sft	2 ⁰⁰	2880 ⁰⁰
9	6 inch concrete for drives	259	sys	16 ⁰⁰	4144 ⁰⁰
10	6 inch concrete pavement	425	sys	14 ⁸⁵	6311 ²⁵
11	8 inch concrete	133	sys	18 ⁵⁰	2460 ⁵⁰
12	Concrete curb type III	1160	lft	7 ⁰⁰	8120 ⁰⁰
13	Seed, mulch, fert.	850	sys	.50	425 ⁰⁰
14	Topsoil	67	ton	.10	6 ⁷⁰
15	B-borrow	219	ton	5 ⁰⁰	1095 ⁰⁰
16	#73 stone for driveways	20	ton	7 ⁰⁰	140 ⁰⁰
17	Asphalt patching	800	lft	.20	160 ⁰⁰
18	Tree removal 12 inch	2	ea	150 ⁰⁰	300 ⁰⁰
19	Tree removal 18 inch	2	ea	200 ⁰⁰	400 ⁰⁰
20	Tree removal 24 inch	3	ea	265 ⁰⁰	795 ⁰⁰
21	Tree removal 30 inch	2	ea	300 ⁰⁰	600 ⁰⁰
22	Tree removal 36 inch	1	ea	350 ⁰⁰	350 ⁰⁰
23	Adjust casting	2	ea	90 ⁰⁰	180 ⁰⁰
24	CB type 1-C	6	ea	1400 ⁰⁰	8400 ⁰⁰
25	Trench 20 in. deep	1055	lft	1 ⁰⁰	1055 ⁰⁰
26	12 ft. blk. aluminum pole (I)	6	ea	80 ⁰⁰	480 ⁰⁰
27	16 ft. blk. aluminum pole (I)	6	ea	85 ⁰⁰	510 ⁰⁰
28	18 ft. blk. aluminum pole (I)	3	ea	90 ⁰⁰	270 ⁰⁰
29	2/c #6 wire (I)	1270	lft	.50	635 ⁰⁰
30	3/c #6 wire (I)	310	lft	.50	155 ⁰⁰
31	TC 100R luminaire (I)	12	ea	50 ⁰⁰	600 ⁰⁰
32	TC 250R luminaire (I)	3	ea	60 ⁰⁰	180 ⁰⁰
33	B/P 1 1/2" tubing	325	lft	6 ⁰⁰	1950 ⁰⁰

ITEMIZED PROPOSAL

CONTRACTOR:

PROJ OXFORD NSA, PHASE IV

RES. NO: 6028-85

[illegible]

TOTAL:

78637.95

Note: Contractor will be paid on measured quantities only at unit price bid bid.

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That.....HIPSKIND CONCRETE CORPORATION.....
.....(Here insert the name and address or legal title of the Contractor).....
.....5502 MASON DRIVE, FORT WAYNE, INDIANA 46809.....
as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, with its home office in the City of Baltimore, Maryland, U. S. A., as Surety, hereinafter called Surety, are held and firmly bound unto.....

.....CITY OF FORT WAYNE.....
.....(Here insert the name and address or legal title of the Owner).....
as Obligee, hereinafter called Owner,
in the amount of SEVENTY-EIGHT THOUSAND SIX HUNDRED THIRTY-TWO & 95/100.....

Dollars (\$ 78,632.95.....), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated SEPTEMBER 23 19 85, entered into a contract with Owner for.....

RESOLUTION NO. 6028-85, OXFORD NSA, PHASE IV.....
in accordance with drawings and specifications prepared by.....

.....(Here insert full name, title and address).....
which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 23RD day of SEPTEMBER A.D. 19 85

In the presence of:

.....HIPSKIND CONCRETE CORPORATION (SEAL).....
.....Principal.....
.....Title.....

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By Terrence J. Ward (SEAL)
.....Title.....
TERRENCE J. WARD, ATTN-IN-FACT

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by **FRIEND R. NAGLE**, Vice-President, and **ROBERT L. MEYER**, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint **Oscar C. Mitson, Terrence J. Ward, Chris Mitson and Marcia S. Steffen**, all of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of **TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000)**.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

This power of attorney revokes that issued on behalf of Oscar C. Mitson, etal, dated, July 26, 1984.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 8th day of August, A.D. 1985.



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Robert L. Meyer
Assistant Secretary

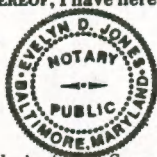
By *Friend R. Nagle*
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

} ss:

On this 8th day of August, A.D. 1985, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Evelyn D. Jones
Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 23rd day of September, 1985

Friend R. Nagle
Assistant Secretary

TITLE OF ORDINANCE Contract for Res. 6028-85, Oxford NSA, Phase IVDEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety 1-85-10-23SYNOPSIS OF ORDINANCE The Contract for Oxford NSA, Phase IV, is for
improvement of the following streets by replacing curbs, sidewalks
and installing street lights:1) ECKART STREET from Lafayette to Warsaw2) DALMAN AVENUE from Lafayette to Warsaw3) WARSAW STREET - West Side - from Dalman to EckartThis area known as Oxford NSA, Phase IV.PRIOR APPROVAL RECEIVED ON AUG. 20, 1985EFFECT OF PASSAGE Improvement of above area.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$78,637.95

ASSIGNED TO COMMITTEE _____

BILL NO. S-85-10-23

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

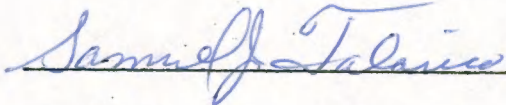
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract for

Res. #6028-85, Oxford NSA, Phase IV, by the City of Fort Wayne,
by and through its Board of Public Works and Safety and Hipkind
Concrete

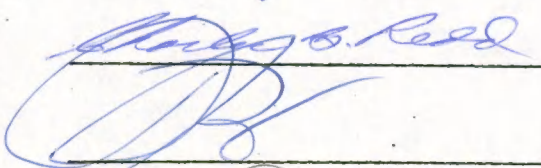
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

YES

NO

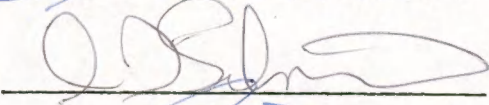


SAMUEL J. TALARICO
CHAIRMAN

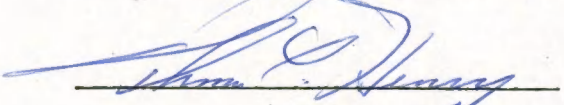


CHARLES B. REDD
VICE CHAIRMAN

PAUL M. BURNS



DONALD J. SCHMIDT



THOMAS C. HENRY

CONCURRED IN 10-22-85

SANDRA E. KENNEDY
CITY CLERK